

**KENTUCKY DERBY RENTAL LEASE
MORTON AVENUE PAINTED LADY**

John Gilderbloom

Email: jgilde02@sprynet.com

1405 Morton Avenue

Louisville, KY 40204

502-582-0024 or cell phone: 608-7567; Fax 582-0023

This Lease Agreement ("Lease") is made effective as of February 3, 2009 by and between John Gilderbloom, ("Landlord") and XXXXXhiolo ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a Victorian historic house "painted lady" as described in Event Home Rentals located at 1405 Morton Avenue, Louisville, KY 40204. The premises has six medium bedrooms with either queen, futon or full size beds. The upstairs family room couch can also serve as a single bed along with a chair that is slanted. Two bathrooms with bath and shower; jacuzzi, pool table, daily maid service. Two decks are provided along with two ice-chests and if requested an extra porta-John can be placed in the backyard.

OCCUPANTS. The Premises may not be occupied by more than 15 persons, unless the prior written consent of the Landlord is obtained which shall not be unreasonably withheld. .

TERM. The lease term will begin on noon April 30, 2009 and end at 3:00 p.m. on May 4, 2009 . The total rent for 4 nights and 5 days rent shall be \$7,400. The following schedule will be made for payments: \$2,000 has been already been paid paid due before October 8, 2008 A second payment of \$2,000 on or before February 15, 2009; a third payment of \$2,000 on or before March 15, 2009. A \$850 damage deposit should also be paid by April 1, 2009 in case any damages occur that are beyond wear and tear of the unit—this inspection is done on the last day of the lease and all monies due are refunded on the spot.(May 4, 2009)..A fourth and final payment of \$1,400 will be made upon entering the premises on April 30. (Note: Renters have the option of coming in on Wednesday April 29 for an additional \$450. It is not expected that the tenants will do normal cleaning of the premises on checkout. Its moe about making sure that nothing is broken or taken that is part of the property. Tenant (s) understand that this is a four night lease and must vacate by May 3, by 3:00 p.m.. An extra night can be added for another \$450 during this time period. All payments are made to John Gilderbloom.

SECURITY DEPOSIT. A security and damages deposit of \$850 will be paid by April 1, 2009. Landlord keeps security deposit at National City Bank at the Douglas loop Check account number: 0830000-96407798. Unless landlord notifies the tenants in writing that he inteands to retain a portion of the deposit, the full amount will be returned to tenants by check by May 4, 2008. .

LEAD PAINT DISCLOSURE FORM The landlord has no knowledge of lead based paint and/or lead-based paint hazards in our rental units.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease which is April 30 at noon and shall yield possession to Landlord on the last day of the term of this Lease (May 4 (3:00 p.m.)), unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit.

KEYS. The Tenant will be given 5 keys to the Premises upon arrival.. If all keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$50 from security and damage deposit. .

REMODELING OR STRUCTURAL IMPROVEMENTS: No alternations shall be done and no possessions including the expensive abstract art work shall be removed from the premises..

ACCESS BY LANDLORD TO PREMISES. Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or clean the unit. As provided by law, in the case of an emergency, landlord may enter the Premises without Tenant's consent. It is understood that the landlord or a representative will do house cleaning, change sheets, feed the fish, pick up mail, water plants and pick up office folders or clothes—this will be done in the afternoons from 1:00 p.m. to 5:00 p.m. with notification via phone made before coming over. The landlord will always be available for any questions via his cell phone at 502-608-7567.

UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services in connection with the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate protection is provided by Tenant to Landlord.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

DEFAULTS. Tenant shall be in default of this Lease, if tenant fails to fulfill any lease obligation or term by which tenant is bound. If tenant does not meet payment schedule in a timely manner tenant will be considered in default and landlord has the right to terminate and re-rent 1405 Morton Avenue to others.

HABITABILITY. Tenant has the right to inspect the Premises (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in reasonable and acceptable condition of habitability for their intended use. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

PETS: You can bring a dog if you like. We have an enclosed backyard and there is a nearby "dog park" on the 1300 block of Morton.

Smoke Alarm: Tenant acknowledges that a working smoke alarm has been installed in the home.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days written notice to Tenant that the Premises have been sold. The full amount of lease payments and damage deposit previously paid by tenants will be returned within 5 business days of such sale.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name

**John Gilderbloom
1405 Morton Avenue
Louisville, KY 40204**

502-582-0024 (Home)
502-608-7567 (Cell)
502-582-0023 (Fax)
jgilde02@sprynet.com (email)

TENANT:

Name
Phone:
Drivers License:
Address: 2
City: State:
Zip:
Email:

Business Address:
Name:
Phone: Fax— fill in please!
City, State, zip
Email: :

TENANT:

Name Second co-signer here
Phone:
Drivers License:
Address:
City: State:
Zip:
Email:

Business Address:
Name:
Phone: Fax— fill in please!
City, State, zip
Email: :

ENTIRE AGREEMENT/AMENDMENT: This Lease agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY.

If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any- provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This lease shall be construed in accordance with the laws of the Commonwealth of Kentucky.

ADDITIONAL PROVISIONS: Landlord also agrees to arrange for transportation to the Kentucky Derby, make advance reservations for restaurants, parties and any provide walking tours of historic neighborhoods and entertainment area. Landlord will also provide a modern size refrigerator filled with groceries include wine, beer and Makers Mark!

Cancellation Notice: Tenant(s) can cancel this contract but all pre-payments / deposits will be kept unless the landlord/tenant can find a suitable tenant to take over the lease for the period specified in the contract- plus or minus 3 days either way.. If the unit is successfully re-rented landlord will show the signed contract and return all monies minus any financial loss. A \$250 administration fee is charged against the rent for new marketing, administration and legal costs. **Tenant has agree to send deposit via National City to John I. Gilderbloom routing number of 083000056: 1846627 1 , bank address 1301 Bardstown Road, Louisville Kentucky 40204, phone 502-581-7560**

**LANDLORD: THE DUTCH TRADING COMPANY
JOHN I. GILDERBLOOM**

John I. Gilderbloom

Tenant: _____ Date _____